

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

DR. JOHN A. REPICCI and LORRAINE
REPICCI, Individually, and JULIE STONE as
Trustee of the JOHN A. REPICCI IRREVOCABLE
LIFE INSURANCE TRUST and THE
IRREVOCABLE FAMILY TRUST,

Plaintiffs,

Vs.

CHRISTOPHER R. JARVIS and
OJM GROUP LLC,

Defendants.

**ATTORNEY AFFIRMATION IN
OPPOSITION TO DEFENDANT'S
MOTION FOR SUMMARY
JUDGMENT AND IN SUPPORT
OF PLAINTIFFS' CROSS-
MOTION FOR PARTIAL
SUMMARY JUDGMENT**

Case No.: 1:17-cv-00132

Honorable William M. Skretny

Magistrate Michael J. Roemer

RICHARD A. MOORE, an attorney duly admitted to practice before this Court, affirms under penalty of perjury as follows:

1. I am of counsel to the law firm of Magavern Magavern Grimm LLP, counsel for Plaintiffs in this action. I submit this Affirmation in opposition to Defendant's motion for summary judgment and in support of Plaintiffs' cross-motion for partial summary judgment.
2. Appended hereto as Exhibits "A" through "Q" are the following documents:
 - A. Correspondence of Oct. 1, 2002 from Jarvis to Repiccis.
 - B. Outline of Plan presented by Jarvis.
 - C. Correspondence of Oct. 2, 2002 from Jarvis to Repiccis.
 - D. Correspondence of Oct. 9, 2002 from Jarvis to Hy Polakoff.
 - E. Correspondence of Nov. 17, 2002 from Jarvis to Repicci.
 - F. Correspondence of Oct. 14, 2003 from Jarvis to Repiccis.
 - G. Correspondence of Dec. 7, 2004 from Jarvis to Repiccis.

- H. Correspondence of March 29, 2006 from Jarvis to Repicci.
 - I. Correspondence of April 14, 2006 from Jarvis to Repicci.
 - J. Correspondence of Jan. 7, 2014 from Repicci to Jarvis.
 - K. Correspondence of March 6, 2014 from Jarvis to Polakoff et al.
 - L. Correspondence of July 8, 2015 from Jarvis to Polakoff.
 - M. Transcript of Deposition of Christopher Jarvis.
 - N. Transcript of Deposition of John Repicci (relevant pages only, full transcript appended to Declaration of Mathew Tracy dated Feb. 11, 2002).
 - O. Report of Plaintiffs' Expert Casey Revkin-Mauger Ryan.
 - P. Rebuttal Report of Plaintiffs' Expert Casey Revkin-Mauger Ryan.
 - Q. 2020.10.17 Lincoln '026 Policy Illustration.
3. At the time this action was initiated there were two policies at issue (Plaintiffs have since agreed to withdraw their claim with regard to the Lincoln '144 policy) and it was understood that additional premium payments had already been made to keep the policies in effect. It turns out that additional premiums had been paid on the '144 Policy but that no additional premiums had been paid on the '026 Policy still at issue. The Policy remains in full force and effect and if both Dr. Repicci and his wife pass before November 2022, the Policy would be paid in full.

Dated: Buffalo, New York
April 18, 2022

s/Richard A. Moore
Richard A. Moore, Esq.